

Terms & Conditions

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These Terms and Conditions (hereinafter – “Agreement”) govern the provision of services by Goldjob International LLP, a company established under the laws of the United Kingdom under a Company registration OC423027, having its business address at Suite 3.15 One Fetter Lane, London, United Kingdom, EC4A 1BR. This Agreement is an electronic agreement between You and Goldjob International LLP (hereinafter – “Goldjob” or “We”). This Agreement emphasizes certain risks associated with the use of our services. This Agreement is made in English and the English version of the Agreement prevails over any other version translated into any other language, which may be provided by us to You for convenience purposes.

Please read the terms of this Agreement carefully before accepting them by pressing the “Agree” button. You agree that any use of the Service by You shall constitute Your acceptance of this Agreement. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OUTLINED IN THIS AGREEMENT, DO NOT ACCESS OR USE GOLDJOB SERVICES.

1. Application scope

This Agreement and our products and services are not directed at residents of the United States of America, Afghanistan, Bosnia and Herzegovina, Burundi, Central African Republic, Democratic Republic of Congo, Egypt, Eritrea, Ethiopia, Iran, Iraq, Lebanon, Libya, North Korea-Democratic People's Republic of Korea (DPRK), Republic of Guinea, Republic of Guinea-Bissau, Somalia, South Sudan, Sudan, Syria, Tunisia, Uganda, Vanuatu, Yemen, Zimbabwe (hereinafter – "Restricted Countries"), or any particular country outside the UK and is not intended for distribution to, or use by, any person in any country or jurisdiction where such distribution or use would be contrary to local law or regulation. It is the responsibility of users of our Services to ascertain the terms of and comply with any local law or regulation to which they are subject.

2. Definitions

- "Account" shall mean a record created and maintained by the Software that accumulates and stores all information about the Customer, including without limitation Transactional history, Cryptocurrency balance, and the Customer personal information.
- "Commission" shall mean a percentage of the Transaction Price, which is payable by You to Goldjob as a fee for the Services.
- "Cryptocurrency(-ies)" shall mean any medium of exchange using cryptography to secure transactions and to control the creation of new units, that is included in the list of cryptocurrencies and/or crypto-tokens supported by Goldjob and available for Transactions provided at <https://goldjob.com/>.
- "Customer" shall mean a person using the Services, including You (hereinafter - "You").
- "Force-Majeure" shall mean any act or event beyond the Goldjob' reasonable control, including without limitation non-delivery or defective delivery of third party services necessary to provide the Services (including but not limited to those of our partners, vendors and suppliers), strike, lock-out or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, failure of public or private telecommunications networks, worldwide Web unavailability or malfunction, governmental prohibition or other limitation of Cryptocurrencies, or seizing of infrastructure and operations of Cryptocurrencies.
- "Funding Source" shall mean an account open with a payment services provider integrated with Goldjob. The list of such providers is available at www.goldjob.com.
- "High-Risk Countries" shall mean Venezuela, Russian Federation, India, and British Virgin Islands.

- “Interface” shall mean the Website of www.goldjob.com and/or the Goldjob mobile application, including their data and content.
- “Price” shall mean a “price per coin” for which the Customers are willing to purchase or sell Cryptocurrency using the Services. The Price may be denominated in any currency set by the Customer for the Account and supported by the Services.
- “Services” shall have the meaning given in Section 3 of this Agreement.
- “Software” shall mean a software owned by Goldjob and enabling Transactions’ processing.
- “Transaction” shall mean any of the following: (i) a transfer of Cryptocurrency among Customers and/or to third parties using the Services Goldjob or outside the Goldjob platform.
- “Transaction Price” shall mean the total amount paid by the Customer for any Transaction performed through the Services denominated in Cryptocurrency.

3. Services

- Goldjob provides You with an access to a web-platform and Cryptocurrency storage owned and managed by Goldjob for manage your funds (in Cryptocurrency), transferring Cryptocurrency to other Customers and/or to other Cryptocurrency wallets.
- Access to trading bots (computer programs that use various indicators to recognize trends and automatically perform trading operations).
- Goldjob provides organizational, administrative and marketing services for the voluntary alliance of independent miners (customers) with the aim of maximizing the effective use of their own material and intellectual resources to achieve each client an optimal result in the field of crypto currency mining and the use of blockchaine technology.

Goldjob does not provide banking or payment services. Your fiat currency used or generated in course of the Transactions is at all times stored on, or deposited to, Your Funding Source. Goldjob does not hold or store Your fiat currency.

Your Account is not a bank or payment account. It does not generate interest and doesn’t fall under the regulation of the Financial Services & Markets Act 2000 (as amended), Payment Services Regulation 2009 (SI 2009/209), or Electronic Money Regulation 2011 (SI 2011/99).

4. Eligibility

To use the Services You must:

- be at least 18 years old;

- establish the Account in accordance with the instructions given in the Interface, including indicating Your consent to be bound by this Agreement;
- not be in violation of any of the provisions of this Agreement or otherwise have had a limited access to Your Account, or have had Your Account closed by Goldjob;
- not be a resident of any of the Restricted Countries, specified in Section 1 above.
- There are no special technical requirements to use the Service. Nevertheless, Customers have to have a computer or a mobile device with Internet.

5. Account Establishment

To use the Services You must apply for an Account and provide the information requested on the registration page of the Interface. You must not provide any false, inaccurate, incomplete or misleading information. You must notify Goldjob immediately upon any change of the information provided for the Account registration by sending an email at support@goldjob.com.

By applying for an Account and using the Services, You:

- agree and accept without any reservation the terms and conditions of this Agreement (as may be amended from time to time), the Goldjob Privacy Policy and any other applicable documents, requirements, instructions or procedures prescribed by the Interface;
- You declare and confirm, that You are eligible to use the Services in accordance with Section 4 above and You are authorized to accept this Agreement and be bound by its terms.

It remains in our sole discretion whether We open an Account to You. If Your application is approved, We will advise You as soon as possible.

6. Use of the Services

You will be able to use our Services immediately upon Your Account activation.

UNLESS OTHERWISE PROVIDED BY THIS AGREEMENT, ALL TRANSACTIONS ARE NON-REFUNDABLE, IRREVOCABLE AND CANNOT BE CHANGED ONCE COMPLETED. You have to ensure to provide Goldjob with the precise and correct instructions related to a Transaction initiated by You. Goldjob is not liable for an outcome of any Transaction performed under incorrect or misleading information provided by You.

6.3 Acceptable Use

When accessing or using the Services, You agree that You will not violate any law, contract, intellectual property or other third-party right or commit a tort, and that You are solely responsible for Your conduct while using the Services. Without limiting the generality of the foregoing, You agree that You will not:

- use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying our Services, or that could damage, disable, overburden or impair the functioning of our Services in any manner;
- use the Services to pay for, support or otherwise engage in any illegal gambling activities, fraud, money-laundering, terrorist activities, or other illegal activities;
- use any robot, spider, crawler, scraper or other automated means or interface not provided by Goldjob to access the Services or to extract data;
- use or attempt to use the other Customer's Account without authorization;
- attempt to circumvent any content filtering techniques We employ, or attempt to access any service or area of our Services that You are not authorized to access;
- develop any third-party applications that interact with the Services without our prior written consent;
- provide false, inaccurate, or misleading information.

6.4 Declining the Transactions

Goldjob may refuse to process a Transaction, if:

- Your Funding Source doesn't have sufficient funds at the time of a Transaction;
- We have reasonable grounds to believe that You are acting in breach of this Agreement;
- We believe that a Transaction is suspicious or potentially illegal (for example, if We believe that a Transaction is being made fraudulently or by using the Software flaws), or otherwise violates this Agreement, or there're errors or failures whether mechanical or otherwise.

If We refuse to process a Transaction because We think it is suspicious or potentially illegal, we will contact You by phone, if We are permitted to do so under applicable law. If We refuse to process a Transaction for any other reason, we will inform You by email without undue delay and in any event by the end of the next business day, giving our reasons and explaining how You can correct those reasons, unless informing You would compromise security measures or be unlawful.

7. Commission

Commissions applicable to Your Account are set out in the Goldjob application. Goldjob reserves the right to change the Commissions anytime in its sole discretion without providing a prior notification to You. The Commission amounts will be deducted from Your Funding Source and settled immediately after the corresponding Transaction is completed.

8. Customer Due Diligence

You will not be able to use some of Services until You have passed our identity and security validation and verification checks, and provided information and documents requested in accordance with the applicable anti-money laundering regulations. We may check all personal and identity verification information You give Goldjob with credit reference or fraud prevention agencies and other organizations. These agencies may keep a record of Your

information and the searches made. However, We do not perform a credit check and any search is for identity purposes only and will be recorded as such. We shall keep records of the information and documents We obtain to verify Your identity in accordance with all applicable legal and regulatory requirements.

For the purposes of anti-money laundering prevention and combatting terrorist activities, Goldjob reserves the right to request any additional information and documents from You about You and/or Your Transaction, and suspend Your access to Your Account anytime in case the documents or information provided by You are unsatisfactory or insufficient, as Goldjob decide in its sole discretion.

9. Account Security

It is Your responsibility to keep Your identification, security information, password, security questions and answers and other information specific to Your Account confidential and never disclose them to anyone. Should another person gain access to Your Account by passing all security validation and verification checks, Goldjob may be entitled to treat any Transaction conducted by that person as valid and authorised by You and will not be responsible for any loss or damage You may incur as a result.

Your Account access will be protected by one of the verification mechanisms allowed by Goldjob and chosen by You in course of the Account application.

If You have any indication or suspicion that Your Account, password, or other security details are lost, stolen, misappropriated, used without authorisation or otherwise compromised, You should change Your password and contact Goldjob immediately by sending an email at antifraud@goldjob.com. Any delay in notifying Goldjob will result in You being liable for any and all losses.

10. Unauthorised Transactions

If You think a processed Transaction is unauthorised or has been incorrectly executed You must notify Goldjob immediately via email at antifraud@goldjob.com. We will investigate the circumstances, and, if You ask Goldjob to, will make efforts to trace the Transaction immediately and will notify You of the outcome. However, We have no obligation to refund any unauthorised Transaction or to restore Your Account to the state it would have been in if the unauthorised Transaction had not taken place.

11. Fraud Liability

If our investigation shows that a Transaction reported by You as unauthorised or incorrectly executed was in fact authorised by You or correct, or You have acted fraudulently or with gross negligence (for example, by failing to keep Your security information secure), or You performed a Transaction by using the Software flaws, Goldjob may, in its sole discretion, cancel the Transaction and restore Your Account to the state it would have been in if the Transaction had not taken place, and/or terminate this Agreement, close Your Account, and deny You from using the Services in the future. Depending on the particular circumstances, Goldjob may

decide to submit information about the Transaction and Your related activities to the relevant state authorities for further investigation.

12. Privacy

You agree that We can use Your personal information in accordance with our Privacy Policy. Our Privacy Policy is available in the Interface and provides details of Your personal information that We collect, how such personal information is used, and who We share it with.

Depending on where You use the Account, this may include a processing of Your personal information outside of the European Economic Area, and by using the Services You agree that Your personal information may be transferred and processed outside the European Economic Area.

13. Risk Disclosure

Any activity related to Cryptocurrency carries with it significant risk. Prior to using the Services, the Customer should carefully consider the below risks and, to the extent necessary, consult a lawyer, accountant, and/or tax professionals prior to entering into this Agreement or requesting a Transaction to be performed. You acknowledge and agree that You shall access and use the Services at Your own risk.

It is possible that the value of Cryptocurrency will drop significantly in the future. Unlike most currencies, which are backed by governments or other legal entities, or by commodities such as gold or silver, Cryptocurrency is a unique kind of “fiat” currency, backed by technology and trust. There is no central bank that can take corrective measure to protect the value of Cryptocurrency in a crisis or issue more currency. Instead, Cryptocurrency is an as-yet autonomous and largely unregulated worldwide system of currency firms and individuals. Traders put their trust in a digital, decentralized and partially anonymous system that relies on peer-to-peer networking and cryptography to maintain its integrity.

Cryptocurrency trading is susceptible to irrational (or rational) bubbles or loss of confidence, which could collapse demand relative to supply. For example, confidence might collapse in Cryptocurrency because of unexpected changes imposed by the software developers or others, a government crackdown, the creation of superior competing alternative currencies, or a deflationary or inflationary spiral. Confidence might also collapse because of technical problems - if the anonymity of the system is compromised, if money is lost or stolen, or if hackers or governments are able to prevent any transactions from settling.

There are risks associated with utilizing an Internet-based platforms including, but not limited to, the failure of hardware, software, and Internet connections. You acknowledge that Goldjob shall not be responsible for any communication failures, disruptions, errors, distortions or delays You may experience when using the Services, howsoever caused.

Hackers or other groups or organizations may attempt to steal Your Cryptocurrency or the revenue from Your Transactions.

The Software rests on open-source software, and there is a risk that some weaknesses or bugs may be introduced into the core infrastructural elements of the Software causing the loss of the Cryptocurrency stored in one or more Accounts.

The blockchain used for the Software is susceptible to mining attacks, including but not limited to double-spend attacks, majority mining power attacks, “selfish-mining” attacks, and race condition attacks. Any successful attack presents a risk to the Software, expected proper execution and sequencing of the Transactions, and expected proper execution and sequencing of contract computations.

Cryptocurrency transactions are irrevocable and stolen or incorrectly transferred Cryptocurrencies may be irretrievable. As a result, any incorrectly executed Transaction could adversely affect the value of Your Account. Once a Transaction has been verified and recorded in a block that is added to the blockchain, an incorrect transfer of Cryptocurrency or a theft of Cryptocurrency generally will not be reversible and there may be no compensation for any such transfer or theft.

14. Taxation

Goldjob makes no representations concerning the tax implications of the Transactions or the possession or use of the Account and/or the Cryptocurrency. The Customer bears the sole responsibility to determine if the Cryptocurrency or the potential appreciation or depreciation in the value of the Cryptocurrency over time has tax implications for the Customer in the Customer’s home jurisdiction. By using the Services, and to the extent permitted by law, the Customer agrees not to hold Goldjob liable for any tax liability associated with or arising from the Customer’s use of the Services.

15. Disclaimer of Warranties

YOU EXPRESSLY AGREE THAT YOU ARE USING THE SERVICES AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER THE APPLICABLE LAW). WITHOUT LIMITING THE FOREGOING, GOLDJOB DOES NOT WARRANT THAT THE PROCESS OF USING THE SERVICES AND/OR YOUR ACCOUNT WILL BE UNINTERRUPTED OR ERROR-FREE.

16. Limitation of Liability. Waivers

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED IN SECTION 15 APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICES OR YOUR ACCOUNT UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY KIND IN ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT BITLISH SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICES OR YOUR ACCOUNT, OR PURCHASE OR SALE OF, OR INABILITY TO PURCHASE OR SELL, CRYPTOCURRENCIES. YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT BITLISH IS NOT LIABLE FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER CUSTOMERS, AND THAT THE RISK OF USING THE SERVICES RESTS ENTIRELY WITH YOU. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, UNDER NO CIRCUMSTANCES WILL BITLISH BE LIABLE TO YOU FOR MORE

THAN THE AMOUNT THAT YOU HAVE PAID TO BITLISH FOR A PARTICULAR TRANSACTION. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS AGREEMENT SHALL AFFECT YOUR STATUTORY RIGHTS OR EXCLUDE INJURY ARISING FROM ANY WILFUL MISCONDUCT OR FRAUD OF GOLDJOB.

17. Third-Party Content

Goldjob makes no representations whatsoever about any other Website which You may access through the Interface. The Interface may provide links or other forms of reference to other Websites, resources or data, over which Goldjob has no control (“External Content”). Therefore, You acknowledge that any link to an External Content is provided in the Interface for convenience purposes only. Goldjob is not responsible for the availability or a content of the External Content, including opinions, advice, statements, prices, activities and advertisements, and You use such content at Your own risk. You have to review the policies posted on the External Content regarding privacy and other topics before using it.

18. License

The Software and the Interface are subject to provisions of the English Copyright, Designs and Patents Act 1988, as amended, and Goldjob owns all intellectual property rights for them.

We provide license to You on a non-exclusive non-transferable basis to use the Software and Interface during the term of this Agreement. The remuneration for license is included in the Commission. You are not allowed to grant license to any third party. The scope of license is territorially unlimited.

We are authorized to change the Software or the Interface, or any of its parts, however deemed necessary during the term of the Agreement. Any such change does not constitute a change in license clause and the license is granted to the changed Software and Interface immediately after such change is adopted.

We do not own any copyright of the name, logo or brand itself other than Goldjob, and this Agreement does not authorise You to use any protected rights to those other names, logos or brands (including, Bitcoin or other Cryptocurrency brand). Except where necessary in order to view the information in the Interface, or as permitted under the English law or this Agreement, no information or content in the Interface may be reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed or transmitted in any form by any process without a specific written consent of Goldjob.

19. Suspension, Closure, and Termination

Your Account does not expire and will remain valid until cancelled by either You or Goldjob.

Within 30 days of the opening of your account, you do not have the right to close your account for free. Contacting Goldjob and requesting permission in writing, you can close your account before the expiration of 30 days from the time you open the account, paying a

commission of 10% in the crypto currency accounted for in your account. After the expiration of the 30-day period, you can close your account at any time , by sending e-mail notification to support@goldjob.com.

When Your Account is closed, it cannot be used. You will remain liable for all obligations relating to Your Account even after Your Account has been closed. Closing Your Account does not mean that We delete the personal data that We hold on You and We will continue to store such data, including the history of Your Transactions for a minimum period of five years as required by law.

We may terminate this Agreement and close Your Account by giving You a one-months' notice via email with or without reason.

We may suspend or terminate this Agreement and Your Account, or refuse to reactivate Your Account, immediately upon a notice given to You via email:

- if You violate any provision of this Agreement and fail to resolve the matter in a timely manner;
- if You act in a manner that is threatening or abusive to our staff, or any of our representatives;
- if You fail to pay Commission;
- if Your Account is dormant and its balance has reached zero;
- if You attempt to gain unauthorized access to the Software or another Customer's Account or provide assistance to others attempting to do so;
- if You overcome our Software security features;
- in case of some unexpected operational difficulties on our side;
- if We are concerned about the security of Your Account;
- if We suspect Your Account is being used in an unauthorised manner, including without limitation, to commit fraud or for other illegal purposes or if we need to do so to comply with the law or with a request of law enforcement or other government agencies.

We will notify You on the above circumstances as soon as We can before We do this, if possible, or otherwise immediately afterwards, giving our reasons, unless letting You know would compromise reasonable security measures or be otherwise unlawful.

20. Jurisdiction

This Agreement will be governed by and construed in accordance with the English law without reference to conflict of Law or choice of Law provisions, and the parties irrevocably submit to the non-exclusive jurisdiction of the English courts for determination of any dispute concerning this Agreement.

21. Miscellaneous

21.1 Entire Agreement

This Agreement contains the entire agreement, and supersedes all prior and contemporaneous understandings between the parties regarding the Services. In the event of any conflict between this Agreement and any other agreement You may have with Goldjob, the terms of this Agreement shall prevail.

21.2 Amendment

We reserve the right to make changes or modifications to this Agreement from time to time, in our sole discretion. We will provide You with a notice of such changes by sending an email, providing notice in the Interface and updating the “Last Updated” date at the top of this Agreement. The amended Agreement will be deemed effective immediately upon posting for new Customers. In all other cases, the amended Agreement will become effective upon the earlier of either: (i) the date a Customer clicks a button to accept such changes, or (ii) continued use of the Services 15 days after Goldjob provides notice of such changes. The amended Agreement will apply prospectively to use of the Services after such changes become effective. If You do not agree to any amended Agreement, You must discontinue using the Services and contact Goldjob to close Your Account.

21.3 Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

21.4 Force Majeure Events

Neither party shall be liable for any inaccuracy, error, delay in, or omission of the transmission or delivery of information; or any loss or damage arising from any Force-Majeure.

21.5 Assignment

You may not assign or transfer any of Your rights or obligations under this Agreement without prior written consent from Goldjob, including by operation of law or in connection with any change of control. Goldjob may assign or transfer any or all of its rights or obligations under this Agreement, in whole or in part, without obtaining Your consent or approval.

21.6 Survival

Sections “Eligibility”, “Services Use”, “Risk Disclosure”, “Commission”, “Dormant Accounts”, “License”, “Third-Party Content”, “Disclaimer of Warranties”, “Limitation of Liability. Waivers”; “Suspension, Closure and Termination”, “Jurisdiction” and this Section “Miscellaneous” shall survive any termination of this Agreement.